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Revised 2/05

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Youth Co-Op, Inc. Contract #             
 Effective Date: 5/18/06  
 Expiration Date: 6/30/06 may be extended

### Contract Purpose/Description:

Youth Co-Op recruits, pays, insures, and employs temporary workers assigned to Monroe Co. through the National Emergency Grant (NEG) program. Youth Co-Op is the program consists of temporary work that is associated with Hurricane Wilma cleanup and recovery. No legal employer-employee relationship exists between Monroe Co. and the NEG worker. Monroe Co. provides worker task assignments, supervision, and verification of timesheets for for NEG workers. Youth Co-Op pays the workers \$15/hr. up to 1040 hrs. If continuation funds are available the current termination date of 6/30/05, the agreement will be continued.

Contract Manager: Deb Barsell 4489 1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/21/06 Agenda Deadline: 6/6/06

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 26,796 est. Current Year Portion: \$ 26,796 est.  
 Budgeted? Yes ☐ No ☒ Account Codes:             
 Grant: \$ 0             
 County Match: \$ 0           

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>          </u>	<u>          </u>
Risk Management	<u>6/5/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slomka</u>	<u>6/5/06</u>
O.M.B./Purchasing	<u>6/2/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/2/06</u>
County Attorney	<u>5/31/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/31/06</u>

Comments:

Youth Co-Op Inc.  
One Stop Career Center  
3112 Flagler Avenue  
Key West, FL. 33040



## WORKSITE AGREEMENT

FUNDING SOURCE: National Emergency Grant (NEG)

PROJECT: **HURRICANE WILMA**

AGREEMENT # 5

This work site agreement shall begin on: 05/18/2004  
Youth Co-Op, Inc. funded by South Florida Workforce

whose address is: Monroe County  
1100 Simon-ton Street, Suite 210  
Key West, FL 33040

hereinafter, referred to as the Agency, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under a Federal Disaster Declaration.

The Primary purpose of this Agreement is to identify and establish temporary jobs to assist in **Clean Up** efforts that are necessary as a direct result of recovery efforts associated with the Hurricane Wilma disaster and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption of business activities caused by Hurricane Wilma.

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### 1. PROGRAM OVERVIEW

This NEG program shall consist of temporary work, wherein a participant referred by SFW to the Agency is given job functions to perform under the guidance and supervision of the Agency in accordance with the job description attached hereto. It is understood by SFW Service Provider and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant. In agreeing to provide direction and supervision of the participant, the Agency understands that this does not make or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

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### 2. LIMITATIONS ON PARTICIPATION

The agency understands and agrees that no participant shall begin work until this Agreement is executed by the Agency and SFW. Eligible individual workers may not work in temporary jobs under this Grant for more than 1040 hours or earn more than \$12,000 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs.

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### 3. ELIGIBLE WORKSITES

SFW will prioritize worksites for temporary jobs such that the highest priority is for public facilities, which have been most severely damaged. The second priority is for private non-profit agencies that have the highest impact on providing needed temporary services and/or restoring public services etc. In general, worksites will be limited to public and private non-profit facilities and property. Work on private property may only occur when all specific conditions listed in the NEG are met and will be looked at on a case-by-case basis and approved in writing by SFW. Work on private property will NOT be a priority unless it is necessary to restore public services or there is a clear safety hazard to the larger community.

### 4. RECRUITMENT AND SELECTION

Recruitment and eligibility determinations will be the responsibility of SFW provider. Individuals determined to be eligible for this program will be referred to the worksite by SFW provider.

### 5. RESPONSIBILITIES OF AGENCY

The following are the responsibilities of the Agency.

The Agency accepts and agrees that it shall:

- A. Direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this agreement.
- B. Assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's worksites so as to provide for continuous on-site supervision of participants.
- C. Assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- D. Require participants' conformance with the Agency's Personnel Rules of Conduct.
- E. Orient and train their work site supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement
- F. Notify SFW immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- G. Be accountable for maintaining participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to SFW Provider.
- H. Ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal Law.
- I. Ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
- J. Conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions and appropriate attire.
- K. Have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

- L. Inform SFW Service Provider and the Designated Employer of Record immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- M. Notify SFW Provider by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.
- N. Not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- O. Ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. Ensure that the following general conditions for temporary jobs shall be compiled with:
  - 1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc., as other employees;
  - 2) there shall be no displacement of regular employees nor replacement of laid off workers by the temporary job participant(s); and
  - 3) there shall be no infringement of promotional opportunities for regular employees.
- Q. Not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of SFW Provider.
- R. Implement administrative controls to ensure that costs for wages and other costs that the is responsible for paying are not being paid by other federal, state or local programs to eliminate the possibility of a duplication of funding.
- S. Maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- T. Will immediately advise SFW Provider in writing of any actions, suits, claims or grievances filed against the Agency, SFW Provider, State of Florida, federal officials or participants that in any way relates to this Agreement.

#### 6. RESPONSIBILITIES OF SFW SERVICE PROVIDER

SFW, or its designee/subcontractor, accepts and agrees that it shall:

- a) Assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Agency's notice.
- b) Hear all grievances concerning program participant's performance at the job site.
- c) Provide counseling and supportive services to participants as the need is identified.
- d) Be responsible for distributing participant paychecks dependent on Agency's timely submission of properly certified time sheets.
- e) Be responsible for contracting with a third party to act as employer of records. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Worker's Compensation coverage for all participants.

#### 7. AGENCY MONITORING AND REPORTING

Agency must determine and ensure that all temporary workers at all worksites are only performing disaster related work activities. The agency shall notify SFW Service Provider of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

#### 8. MONITORING

The Agency shall allow SFW, designated service provider, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Agency's work sites, monitor the program, report problems, require corrective action within specified time periods or

remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of the removal. This action may be taken when SFW, the Governor of the State of Florida, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where SFW, the Governor of the State of Florida or DOL find non-compliance on any of the terms or conditions under this Agreement.

#### **9. PROHIBITED ACTIVITIES**

- A. Sectarian Activities:** The Agency assures that participants will not be employed in building, operating or maintaining any part of any building, which is used for religious instruction or worship.
- B. Collective Bargaining and Union Activities:** The Agency assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.
- C. Lobbying and Political Activities:** The Agency assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses to influence legislations or appropriation pending before the Congress of the United States.
- D. Relocation:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

#### **10. HOLD HARMLESS**

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of, any claims, damages, losses or expenses of any character whatsoever resulting in whole, or in part, from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

#### **11. CHANGES TO THE AGREEMENT**

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument. Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

#### **12. TERMINATION**

This Agreement may be terminated as follows:

- A. SFW or the Agency may terminate this Agreement for convenience upon thirty (30) calendar day prior written notice to the other party**
- B. SFW may terminate this Agreement in whole or in part at any time that the SFW President, in his sole judgment, determines that:**
  - 1. The Agency has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;**
  - 2. The Agency fails to perform, in whole or in part, under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may stipulated by SFW ; or**
  - 3. The United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.**

#### **13. NOTICE**

Other than as provided herein, notice shall be required to be given to SFW under this Agreement, and shall be sufficient when hand-delivered or mailed to SFW Service Provider. All notices required to be given to the Agency under this Agreement shall be sufficient when hand-delivered or mailed to the Agency at its office located at the address identified in Paragraph One of this Agreement.

#### 14. CONTROLLING LAWS

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

AGENCY:

Signature

Typed/Printed Name

Title of Person

Date

Contact Name

Phone Number

Fax Number

E-Mail Address

South Florida Workforce Service Provider

Signature

Sheryl Graham

Typed/Printed Name

Director, Youth Co-Op, INC, Monroe Cty.

Title of Person

Date

S. Graham or Audrey Allen

Contact Name

305-292-6762

Phone Number

305-292-6891

Fax Number

sgraham@ycoop.org

E-Mail Address

**Job Description**  
**National Emergency Grant (NEG) Cleanup**

**Waste Attendant I**

**Hourly Rate 15.00**

These temporary NEG employees will perform general maintenance tasks and hurricane debris cleanup in various sites and facilities throughout Monroe County.

**Tasks May Include**

1. Use brooms, pitchforks, rakes, shovels, and similar hand tools in order to pickup hurricane debris.
2. Wash and clean interior and exterior of County equipment, buildings, and vehicles.
3. Replace and install signs damaged or destroyed.
4. Trim, cut, and/or remove trees and other foliage damaged by hurricane wind and surge; replant as directed.
5. Refinish and/or repaint interior and/or exterior walls.
6. Performs other hurricane cleanup related work as required.

**Requirements**

Eligible person must possess physical strength and agility sufficient to perform manual labor and occasionally work under adverse weather conditions.